

AGREEMENT

between

CITY OF TRAVERSE CITY

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN

dealing with

**PATROL OF THE
TRAVERSE CITY POLICE DEPARTMENT**

Effective: July 1, 2014 through June 30, 2016

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AGREEMENT

This Agreement, made and entered into effective July 1, 2014, by and between the CITY OF TRAVERSE CITY, hereinafter referred to as the "City", and POLICE OFFICERS ASSOCIATION OF MICHIGAN hereinafter called the "Union".

RECOGNITION

Section 1.1. Collective Bargaining Unit. The City hereby recognizes the union as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended, for all of the employees employed by the City in the following described unit: All patrol and detectives of the City of Traverse City, excluding Clerks, Sergeants, Lieutenants, Captains, Chief of Police, and all other employees.

Section 1.2. Definition. An employee for purposes of this agreement shall be a person regularly employed by the City in the Patrol classification.

A part-time employee shall be a person employed by the City for a temporary period of time to replace a regularly classified employee on medical leave or worker's compensation or to supplement the needs of the work force during the months of May through September. Part-time employees are not considered to be regularly employed by the City nor eligible for benefits. As a result of part-time employees, no regular employee will be laid-off, hours of work, wages or benefits reduced, nor will they replace a regular officer or position.

UNION SECURITY

Section 2.1. Agency Shop. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or discontinue their membership in the Union, as they see fit. The Union further agrees not to solicit Union membership and not conduct activities, except as otherwise provided for by the terms in this Agreement, during working hours of the employees or in any manner that may interfere with employees engaged in work.

Section 2.2. Deduction of Dues. During the period of time covered by this Agreement, the City agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required; provided, however, that the Union

presents to the City written authorization properly executed by each employee allowing such deductions and payments to the Union.

Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee Union member hereby authorizes the Union and the City without recourse, to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of adopting action specifying such amounts of the Union dues and/or initiation fees. The City agrees, during the period of this Agreement, to provide this check-off service without charge to the Union. In the event it is subsequently determined by the Michigan Employment Relations Commission or a court of competent jurisdiction that the Union dues or assessments have been improperly deducted and remitted to the Union, the Union shall return such amount to the affected employee.

All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. Provided, however, that non-members will not be subject to the customary initiation fee.

For present regular employees, such payment shall commence thirty-one (31) days following the effective date of this Agreement.

The Union agrees that in the event of litigation against the City of Traverse City, the Union will co-defend and indemnify and hold harmless the City, its agents or employees for any monetary award arising out of such litigation.

Monthly agency fees shall be deducted by the City and transmitted to the Union as prescribed above for the deduction and transmission of Union dues.

REPRESENTATION

Section 3.1. Steward. The City agrees to recognize one steward elected or appointed by the Union from among employees in the unit with one or more years of seniority for the purpose of processing grievances. An alternate steward will be recognized by the City when the regular steward is absent from work.

The Union agrees that the steward will not let his stewardship interfere with his duties or the operations of the Police Department, and the City agrees to give the steward reasonable time and access to other officers to fulfill their obligations hereunder. The authority of the job steward and alternate so elected by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievance with their Employer or the designated City representative in accordance with the provisions of the Collective Bargaining Agreement;
- (b) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - (1) have been reduced to writing, or,
 - (2) If not reduced to writing, are of a routine nature and do not involve work stoppage, slow-downs, refusal to handle goods, or any other interference with the City's business.

Section 3.2. Notification. The City shall be informed in writing of the names of the steward and alternate. All official communication from or to the City shall be from or to the steward.

Section 3.3. Visitation. Authorized representatives of the Union shall be permitted to visit the operation of the City during working hours to talk with the steward of the local Union and/or representatives of the City concerning matters covered by this Agreement, provided the representatives of the Union first announce their intentions to the officer in charge who shall make the necessary arrangements for such consultation so as not to disrupt the work of the department or the employee(s) involved.

Section 3.4. Bargaining Team. The Bargaining Team shall be selected by the Union and shall be limited to two (2) members. When bargaining occurs during their normal work shift, they shall be released for such purposes without loss of time or pay. In no event will the City compensate an officer for hours spent in bargaining or other Union activities beyond the Officer's normal work shift.

MANAGEMENT RIGHTS

Section 4.1. Rights. The Management of the City, the determination of all matters of Management policy; the services to be furnished; the nature and number of facilities and departments to be operated and their location; the direction of the working force, including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend, or discharge for just cause, promote, transfer or lay off employees, or to reduce or increase the size of the working force; to establish rules and regulations, or to make adjustments as to the ability and skill, is within the sole prerogative of the City, provided, however, that they will not be used in violation of any provisions of this Agreement. The City shall be the exclusive judge of all matters pertaining to the services that it provides; the methods, processes and means of providing service, the schedules and standards of work, methods, processes, means and materials to be used, and except as prohibited in this Agreement, the City shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union, but it shall also have the right to study and use improved methods of equipment and outside assistance (sub-contracting) if necessary. It is understood that except as expressly limited in this Agreement, the City reserves and retains, solely and exclusively, all of its inherent and customary rights to manage the City's operations.

Section 4.2. Inter-Local Agreement. If the City, in its sole discretion, decided to enter into an inter-local agreement, under the terms of the Urban Cooperation Act, with the County Sheriff or other police unit, it must first notify the Union in advance of entering such an agreement. The City and the Union agree to bargain about the effects of such an agreement on the bargaining unit personnel. If such bargaining does not result in agreement between the City and the Union, then referral of that dispute only to Mediation and, if necessary, Compulsory Arbitration under the provisions of Act 312 is required.

If the City, in its sole discretion, decides to enter into integration of emergency services, it will notify the Union in advance of entering such integration. The Union agrees to participate in discussion about the effects of such integration on the bargaining unit. This provision does not constitute a contract re-opener.

LIMITATION OF AUTHORITY AND LIABILITY

Section 5.1. No Strike Clause. It is the intent of the parties of this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown or a strike against the City of Traverse City. The City agrees that during the same period there will be no lockout.

Section 5.2. Discharge. An individual employee or group of employees who violate or disregard the prohibition of Section 5.1 above may be summarily discharged by the City without liability on the part of the City or the Union.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 6.1. Definition of a Grievance. A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of this Agreement which is subject to the grievance and arbitration procedures established herein.

Step 1.

- (a) Verbal Procedure. An employee with a complaint shall discuss the matter with their immediate supervisor within seven (7) working days of the employee's knowledge of the incident which gave rise to the complaint or within seven (7) working days of the date by which an employee should have been reasonably aware of such incident. Said employee shall give a verbal notice of the grievance to their immediate supervisor. If requested by the employee, they may have the steward present. If the complaint is not satisfactorily settled, it may be advanced according to the written procedure.
- (b) Written Procedure. Within seven (7) working days from the supervisor's answer in the verbal procedure, the complaint shall be reduced to writing, citing the sections of the contract which are alleged to have been violated and signed by the employee or the Union and then presented to the Chief of Police. The Chief of Police, the steward, and grieving party, shall discuss the grievance in an attempt to resolve the matter. The Chief shall place his/her answer on the grievance form and return it to the steward within seven

(7) working days after the grievance is presented to him/her. If the grievance is not satisfactorily settled, it may be advanced according to Step 2.

Step 2.

Within seven (7) working days after the City's written answer in Step 1, the grievance may be presented to the City Manager. The City Manager and the steward shall discuss the grievance in an attempt to resolve the matter. Either party may have non-employee representatives present if desired. The City shall give its answer on the grievance and return it to the steward within ten (10) working days after the grievance is presented to the City. If the grievance is not satisfactorily settled, it may be advanced by the Union according to Step 3.

Step 3.

In the event the last step fails to settle the grievance, the Union, within thirty (30) calendar days, may submit the issues to an Arbitrator selected from the Federal Mediation and Conciliation Service for final determination. Such decision will be binding on both parties.

Section 6.2. Selection of Arbitrator. Any grievance that is arbitrable, upon proper notification as provided in this Agreement, may be submitted to one Arbitrator chosen by mutual agreement by the parties. If mutual agreement cannot be obtained, the Arbitrator will be selected from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service by each party alternately striking a name from the panel with the remaining name serving as the Arbitrator. The compensation and expenses of the Arbitrator shall be paid by the party who loses the grievance. The employee involved, or if a group grievance, one representative from the group may be in attendance without loss of pay. Witnesses shall be compensated for lost time by the party calling the witness.

ARBITRATOR'S POWER

Section 7.1. The Arbitrator shall be limited to the application of interpretation of this Agreement and shall have no power to add to, subtract from, or modify this Agreement in any respect. The arbitrator shall also be obligated to interpret this Agreement in light of laws applicable to and affecting municipalities.

DISCIPLINE AND DISCHARGE

Section 8.1. In the case of disciplinary action taken by the City, involving removal, discharge, reduction in pay, suspension from office or other punishment against any member of the bargaining unit, all appeals to such action shall be in accordance with the Grievance and Arbitration Procedure provisions of this Agreement.

(a) The City shall not discharge or suspend for disciplinary reasons any non-probationary employee except for just cause based on a preponderance of the evidence. It is mutually agreed that progressive discipline for minor offenses should be employed and, therefore, the non-probationary employee shall first receive an oral and a written warning notice before more severe discipline is issued. It is acknowledged, however, that a warning notice, whether verbal or written, need not be issued first for major infractions. Discharge must be by proper written notice to the employee and a member of the bargaining unit who is a Union official citing specific disciplinary reasons against such employee within a reasonable time after the employer becomes aware of incident or grounds for discharge or suspension.

(b) The discharged or suspended non-probationary employee will be permitted to review their discharge or suspension with their steward and the employer will make available an area where the employee may do so before the employee is required to leave the property of the City. Upon request, the City or designated representative may discuss the discharge or suspension with such employee and the steward.

(c) Where a non-probationary employee is discharged or suspended based upon being under investigation for a criminal offense and after investigation a warrant is not issued by the Prosecuting Attorney against the employee, the employee shall be reinstated with full back pay.

(d) Should a non-probationary employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a grievance may be processed initially at the written step of the grievance procedure, provided the grievance is submitted within seven (7) working days from the date discipline was imposed on the grieving employee. Discharge of probationary employees is not subject to the grievance procedure.

Section 8.2. Records and Reports. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation for an employee who has submitted a specific grievance relative to such compensation. The Union shall have the right to examine all records pertaining to a specific grievance, excluding incomplete internal investigation or incomplete criminal investigation of said employee.

Section 8.3. Time Computation. Saturday, Sunday and holidays shall not be counted under the time procedures established in the grievance procedure.

Section 8.4. Grievance Form. The grievance forms shall be mutually agreed upon.

SENIORITY

Section 9.1. A new employee shall work under the provisions of this Agreement but shall be employed only on a twelve (12) month probationary period, during which time the employee may be discharged without further recourse. After the probationary period, the employee shall be given regular status in the department. In case of discipline during the probationary period, the City shall notify the Union in writing. Insurance fringe benefit eligibility shall commence on the first day of the month following three (3) completed months of employment.

Section 9.2. Seniority shall be defined to mean the length of the employee's service with the City in the Police Department commencing from the last date of hire. The application of seniority shall be limited to the preferences recited in this Agreement.

Section 9.3. Seniority List. The City shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment.

Section 9.4. Layoff and Recall. In the event of a layoff, an employee so laid off shall be given fourteen (14) calendar days' notice of recall to work, mailed to the employee at the last known address by registered or certified mail. In the event the employee fails to make himself/herself available for work at the end of fourteen (14) calendar days, the employee shall lose all seniority rights under this Agreement.

Section 1.

(a) The word "layoff" means a reduction in the working force. Layoff of employees shall be by seniority, and the following order shall be followed, provided that the employees who remain are capable of performing the work available:

(1) Probationary employees.

(2) Remaining seniority employees shall then be laid off by order of least seniority first.

(b) When employees have the same classification seniority, the employee with the least seniority in the department shall be laid off first.

(c) Upon being laid off from their classification, an employee who so requests shall, in lieu of layoff, be permitted to take another classification in the department, provided, however, that the employee is able to perform the required duties of that classification and that the employee has more seniority than the employee being replaced.

Employees who change classification in lieu of layoff shall be paid the salary in accordance with the schedule for that classification.

(d) Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days' notice of layoff. The steward shall receive a list from the City of the employees being laid off on the same date the notices are issued to the employees.

Section 2.

A laid-off seniority employee, if recalled to a job identical or higher in rate to the job from which the employee was laid off and provided said employee has the ability to perform the job, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Section 3.

(a) The order of recalling of laid-off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff.

(b) Notices of recall shall be sent by certified or registered mail, or telegram to the employee's last known address as shown on the City's records and it shall be the

obligation of the employee to provide the City with a current address and telephone number. A recalled employee shall give notice of his intent to return to work within three (3) consecutive calendar days, and shall return within seven (7) calendar days or their employment shall be terminated without recourse to this Agreement. Exceptions may be made due to circumstances beyond the control of the employee.

(c) In the event a recall is necessary on less than three days notice, the City may call upon the laid off employee(s) either personally or by telephone, until an employee able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed three (3) days, and employee(s) passed over (because of their inability to return to work immediately) will be given notice to report for work at the end of said three (3) day period.

Section 9.5. Loss of Seniority. An employee's seniority with the City will terminate for the following reasons:

- (a) If the employee quits or retires.
- (b) If the employee is discharged for cause.
- (c) After three (3) consecutive days of unauthorized absence.
- (d) If the employee fails to report for work as required following notice of recall.
- (e) If the employee fails to return to work within three (3) days of the date following a leave of absence or vacation, unless a satisfactory reason is given or because of an emergency situation.

Section 9.6. Promotions.

- (a) Promotions within the Traverse City Police Department to a position of a higher classification inclusive of the position of Sergeant shall be based on the following factors:
 - (1) Promotions shall be on a competitive basis.
 - (2) Eligible employees must have five (5) years continuous service with the Traverse City Police Department in the patrol and/or detective classification to be eligible for the promotion to sergeant.
 - (3) Employees must have the knowledge and ability to perform the work in question.

(4) Written and oral examinations are to be based upon the classification of vacancy to be filled.

(b) The City agrees that all full-time promotional vacancies within the Police Department as stated above shall be filled by competitive examination using the following criteria. Each section shall be worth 100 points.

- | | | |
|-----|---------------------|------------|
| (1) | Written examination | 50 percent |
| (2) | Internal review | 20 percent |
| (3) | Oral examination | 30 percent |

A written examination shall be given first. The applicant must receive 70% on the written examination to proceed to the next step which is the internal review, followed by the oral examination. The City shall choose the highest scoring and eligible employee to fill the vacancy.

(c) Promotional examinations for vacancies will be posted for a period of twenty (20) calendar days in a conspicuous place in the work area prior to said examination and will indicate the requirement for such examination.

(d) The City will not be obligated to consider a request for examination from an employee unless that employee submits the request during the posted period.

(e) A three-person panel scoring the employees in the oral examination shall consist of one member chosen by a majority of the patrol, one member chosen by the City and the third member to be selected mutually by the above two members. All panel members shall be external.

(f) The written test given candidates for promotions shall be uniform and validated. Tests shall be acquired through the Michigan Municipal League, or other validated test mutually agreeable between the parties. Applicants writing such examinations shall be given the results thereof.

(g) The City shall establish an eligibility list of those employees scoring 70 percent or more from each promotional examination. Such eligibility list shall remain in effect for twelve (12) calendar months from the date the results of the examinations are received by the City. If mutually agreed the eligibility list may remain in effect an additional six (6) months. This list shall be used to fill vacancies occurring in the respective classifications.

- (h) Employees who attain equal scores shall be chosen by using department seniority.
- (i) A three-person panel scoring the employees in the internal review shall consist of one sergeant chosen by a majority of the patrol, one sergeant chosen by the City and the third being the Chief of Police, or his designee.

Section 9.7. Patrol Officers Assigned as Sergeants.

- (a) In the event of a temporary vacancy in the position of sergeant and if a patrol officer is assigned to fill that vacancy, the most senior patrol officer qualified on the shift affected shall be assigned.
- (b) The assigned patrol officer shall receive the sergeant's rate of pay during the temporary assignment.

Section 9.8. Vacancies. The City will fill all regular full time sergeant and captain vacancies as soon as possible, when need for such action is necessary, as determined and established by the City. An employee may not be removed from the Bargaining Unit by merely changing his or her title or by modifying his or her job specifications for purposes of undermining the Union.

The City will not change, modify, or delete any of the present work specifications of the classification covered by this Agreement where it would change the present class concept.

Section 9.9. Voluntary or Involuntary Return to Bargaining Unit. In the event that a former bargaining unit employee voluntarily returns to the bargaining unit or the employee's return is due to disciplinary action against the employee, such employee may do so provided:

- (a) Such employee may not disrupt the shift assignments then in effect and may not bid on a shift assignment until the next regular shift bid occurs;
- (b) Such employee may not displace a bargaining unit employee;
- (c) Such employee's seniority shall be limited to the sum of seniority earned in the patrol, sergeant's and captain's units;

In the event that a former bargaining unit employee involuntarily returns to the bargaining unit due to layoff or other reasons beyond the employee's control the conditions recited above shall apply except that such employee may displace a bargaining unit employee

provided that the employee has more seniority than the employee being displaced and is able to perform the duties required of that position and/or assignment.

HOURS OF WORK

Section 10.1. Work Schedule and Work Period. The workday shall consist of twelve (12) hours and the tour of duty shall consist of eighty-four (84) hours within a fourteen (14) day work period. The work period is established and adopted pursuant to FLSA Section 207(k) and 29 CFR 553 and shall coincide with the payroll period. If due to mandated schedule changes, training and/or holidays an officer's pay hours fall between eighty (80) and eighty-four (84) hours for a pay period the officer is not required to make up the difference. If due to mandated schedule changes, training and/or holidays an officer's pay hours fall short of eighty (80) hours, the officer will have the option of using accumulated compensatory, vacation or short term leave time to make up the difference or with the permission of the shift commander, work the difference on a directed patrol assignment. All hours worked under this circumstance will be paid at the straight time rate.

This work schedule will apply to road patrol personnel not assigned to "Sector patrol or Traffic Officer".

Section 10.2. Special Assignment Relief. Employees assigned to special duties denying them the opportunity to take meal periods will be provided relief from such duties. Said relief to be provided at such time and such lengths as reasonable under the conditions surrounding such assigned duties.

Section 10.3. Overtime Pay. For those employees whose work schedule consists of twelve (12) hour daily work assignments, overtime pay shall be one and one-half (1-1/2) times the employee's hourly rate for all hours worked in excess of twelve (12) hours in any one (1) day or in excess of eighty-four (84) hours in any one (1) pay period.

For all other employees, overtime pay shall be one and one-half (1-1/2) times the employee's hourly rate for all hours worked in excess of eight (8) hours in any one (1) day or in excess of an average of eighty (80) hours in any one (1) pay period.

Payment for overtime shall be made within the same pay period in which it was earned.

Officers assigned duties as a Field Training Officer (FTO) will receive compensatory time at the rate of one (1) hour per day for the time actively engaged in the duties of an FTO.

The City shall pay to K-9 handlers a monthly allowance per the following formula (4.33 x current hourly rate x 3 hours) to be included in the first pay of every month.

Employees may, in lieu of overtime payment or holiday premium pay, opt to be paid for such time in a compensatory time the same amount. All compensatory time shall be limited to a sixty (60) hours bank. Included with the last pay day of June each year compensatory time off banks will be cashed out at the appropriate rate of pay.

Section 10.4. Shift Differential. Employees assigned and working hours between 6:00 a.m. and 6:00 p.m. shall receive a shift differential of 55 cents per hour for those hours worked between 2:00 p.m. and 6:00 p.m. This shift differential shall be in addition to their regular hourly rate. Employees assigned and working hours between 6:00 p.m. and 6:00 a.m. shall receive 55 cents per hour for those hours worked between 6:00 p.m. and 10:00 p.m. and 50 cents per hour for those hours worked between 10:00 p.m. and 6:00 a.m.

Section 10.5. Overtime Rotation for Patrol. The Shift Commander or designee will be the determining authority on the necessity of overtime. The Shift Commander shall be responsible for calling the necessary personnel and the City shall maintain a current list of employees by seniority for purposes of overtime assignments.

When a vacancy occurs on a shift and the normal scheduling of sector officers cannot cover the shift, overtime will be used to fill that vacancy. To determine whether the overtime is sergeant's overtime or patrol officer overtime the **last event** will be used. For example, if the team sergeant is already off on a scheduled vacation, personal or compensatory day, or short term leave day and then a patrol officer takes a vacation, personal or short term leave day, the overtime will first be offered to patrol. If no patrol officer takes the overtime it will then be offered to the sergeants. If no sergeant takes the overtime the least senior available patrol officer will be ordered to work the shift.

If a patrol officer is already off the shift on a vacation, compensatory, personal or short term leave day and a sergeant takes a vacation, personal, compensatory or short term leave day,

the overtime will be offered to the sergeants first. If no sergeant takes the overtime it will then be offered to patrol. If no patrol officer takes the overtime the least senior available sergeant will be ordered to work. In the event that a sergeant cannot be reached the least senior available patrol officer will be ordered to work. An ordered in sergeant has the option to request a captain to work the overtime. If he accepts the overtime the captain's rate of pay would be at the top sergeant's overtime rate.

In the event that an issue such as training causes both a sergeant and a patrol officer to be off a shift at the same time causing overtime on that shift, the overtime will be offered first to the sergeants and in turn if no sergeant takes the overtime it will be offered to the patrol officers. If the overtime remains unfilled the least senior available sergeant will be ordered to work.

We will continue to use the overtime hour count sheet for determining the order of patrol officers contacted for available overtime. Officers will be offered either 6 hours or 12 hours of an available 12 hour shift. Sergeants will use the rotating seniority list for call in. Although Detective Bureau personnel have voluntarily opted out of the overtime call-in lists they are still part of the department seniority list and shall be ordered into work to cover a patrol overtime slot if they are the least senior available officer or sergeant. Detectives will be offered overtime vacancies when these are not filled voluntarily by the call-in system for patrol overtime.

No employee shall be subject to overtime assignments if off on vacation, sick leave, or leave of absence of personal nature. No employee shall be required or permitted to work in excess of eighteen (18) hours in a twenty-four (24) hour period inclusive of overtime except in exigencies in law enforcement.

Rotation of overtime as contained herein shall not include court required functions, Cherry Festival functions, or O.U.I.L. Grant functions, downtown foot and motor patrol, and other events similar to the Cherry Festival. These exclusions are not to be used for computation for equalization of overtime assignments.

Section 10.6. Shift Preference. After one (1) year of service (seniority) an employee shall be considered for a shift upon making written application after having worked in their assigned shift for at least three (3) months.

Seniority shall be recognized as the primary basis for shift preference. The City shall grant such request for shift preference provided that said request shall not be detrimental to the

efficient operation of the Department. Denials for shift preference shall not be arbitrary or capricious. Detectives shall not be included in this shift preference system during the period of assignment as detective.

The City, may, for proper cause, temporarily reassign a patrol officer to another shift for the purpose of evaluating the officer's performance.

Such temporary reassignment shall not be considered discipline and shall not exceed thirty (30) days unless this time period is extended by mutual agreement of the City and the affected officer(s). Disruption or change of another officer's shift as a result of temporarily reassigning an officer pursuant to this section shall be accomplished, if possible, on a voluntary basis. If no officer volunteers to exchange or disrupt his or her shift to accommodate the temporary reassignment of another officer then the City shall make the necessary change of shift on the basis of seniority.

LEAVES OF ABSENCE

Section 11.1. Personal Leave. The City, for good cause shown, may grant a personal leave of absence without pay. If such leave of absence exceeds thirty (30) days, then such leave shall be without accumulation of any vacation, longevity pay, or step increases within the salary range credits during such leave. The request for leave of absence shall be made on the prescribed form and shall be submitted in advance of the time the leave of absence is requested.

Section 11.2. Military Leave. A full time employee who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserves, shall receive a leave of absence for the period of such duty, and seniority shall continue. An employee returning from military service shall be re-employed in accordance with the applicable Federal and State Statute and shall be entitled to any other benefits set forth in this Agreement provided that the employee satisfies the eligibility requirements established in this Agreement.

Section 11.3. Leave for Union Business. One Union representative, elected by the Union members, shall be permitted to take time off to attend Union business accordingly:

District Seminars: One representative, one duty day each year.

State Conference: One representative, two duty days each year.

Time off will be without loss of pay or benefits. Dates of seminars and conventions must be prearranged with the representatives' supervisors in order for proper scheduling of employees. The Union shall endeavor to insure that staffing requirements are met in the selection of representatives for seminars and conventions. Authorization for leave will not cause payment of overtime.

Section 11.4. Funeral Leave. Employees will be allowed time off from their scheduled hours of work to attend the funeral following a death in the immediate family. Time off shall be from the date of death through the date of the funeral. Time lost from the employee's schedule of work shall be compensated at the employee's regular rate, but it shall not exceed twenty-four (24) hours of pay. Immediate family shall mean any relative living within the household of the employee or a wife, husband, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild, stepmother of current marriage, stepfather of current marriage or stepchild of current marriage. For out-of-state funerals employees shall be permitted to take up to two (2) additional days leave of absence without pay or at the option of the employee to take sick leave or accumulated vacation.

Section 11.5. Sick/Short-Term Leave, Sickness & Accident Insurance & Long Term Disability Insurance. All regular full-time employees, shall, at the first of the month following the completion of three months, receive Sickness and Accident Insurance Coverage which shall provide, at a minimum:

- (a) Up to twenty-six (26) weeks of coverage per occurrence.
- (b) Coverage which shall be effective upon the first (1st) day of an accident and the eighth (8th) day of illness.
- (c) A weekly benefit shall be 66 2/3% of the employee's gross wage.

Effective December 1st of each year, each regular full-time employee shall receive fifty-six (56) paid short term leave hours. Short term leave may be taken in increments of one (1) hour or greater upon approval of the Chief of Police. Short term leave may not be accumulated. New hires shall receive an initial pro-rate amount of short term leave days based on their date of hire and a benefit period from December 1 to November 30. Following the first full pay period

after December 1st of each year, each regular full-time employee shall receive payment for all unused short term leave, not to exceed fifty-six (56) hours, at the employee's regular rate of pay. Such payment shall be made separate from the employee's regular payroll check.

Employees who, prior to December 1, 1991, retained sick leave accumulation may use accumulated sick leave for a bonafide illness or injury only as follows:

- (a) In lieu of Sickness and Accident insurance where the employee would otherwise qualify for benefits under the terms of the policy.
- (b) For all days not covered by the Sickness and Accident insurance, provided the length of time lost due to the illness or injury, would qualify the employee for benefits under the terms of the policy.
- (c) In the event a member of the employee's immediate family living in the same household is ill and a doctor has recommended that the employee remain at home during this illness. The employee must provide the City with written verification of the doctor's recommendation to be eligible to use accumulated sick leave for this purpose.
- (d) Where the illness or injury arises out of or in the course of employment with the City; to provide the difference between the employee's regular pay, based on their normal work week, and the weekly benefit provided through Worker's Compensation Insurance. Provided, however, only the amount of sick leave required to make up this difference shall be deducted from the employee's sick leave bank. Sick leave will not be deducted for the day of the injury.
- (e) To provide the difference between the employee's regular pay, based on their normal work week, and the weekly benefit provided through Sickness and Accident Insurance.

An employee receiving Sickness and Accident Insurance benefits provided for in this section will be considered on paid leave for purposes of earning seniority, vacation, short-term leave and holiday benefits only. The City will continue to pay their portion of health, life and dental insurance premiums for up to the first six (6) full months (or until termination, whichever is sooner), following the time an employee begins receiving Sickness and Accident Insurance benefits, provided, however, the employee pays their portion for continuation of these benefits. The employee may continue to pay the full cost of continuing these benefits at their expense at

the end of these six months. The City will comply with the Family Medical and Leave Act (FMLA) as pertains to this section.

The City may require employees to submit verification of an illness by a physician if the absence due to illness exceeds three consecutive working days or where the employee establishes a pattern indicating a misuse of sick/short term leave.

Upon retirement or death of an employee, the employee shall be paid at regular rate of pay for fifty 50% percent of all accumulated sick days to their credit up to a maximum of one hundred twenty (120) days. The maximum pay shall be the equivalent of sixty (60) work days.

An employee shall notify the department of a request for sick leave as soon as possible, but not later than one hour prior to the beginning of the employee's shift.

Long Term Disability Insurance: The City will pay the cost of providing non-occupational Long Term Disability Insurance coverage for all Patrol upon their eligibility for fringe benefits. The benefit schedule will provide:

- 1) 60% of basic monthly earnings to a maximum benefit amount of \$4,000.
- 2) Qualifying period for benefits: 6 months

Section 11.6. Maternity Leave. Shall be treated as sick leave.

Section 11.7. Snow Days. If an employee after good faith efforts is unable to report to work for his or her scheduled duty period because of weather conditions, and if a disaster due to weather is declared by the governor or the Grand Traverse County Chairman of the Board of Commissioners, the employee at the employee's option may take a day's leave without pay or work on a pass day to make up the loss day, or may utilize an accumulated sick leave day or vacation day.

Section 11.8. Personal Leave Time. Full time employees shall earn twenty-four (24) hours of personal leave time per fiscal year. Personal leave time is non-accumulative.

If the use of leave results in overtime or shift strength falling below three (3) officers, the leave request may be denied.

WAGES

Section 12.1. Classification and Rates. Listed in Appendix "A" and incorporated herein are the regular rates of pay for the classification of patrol.

Section 12.2. Pay Periods. The City shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of their earnings and of all deductions made for any purpose. Pay day will be every other Friday. When a recognized legal holiday falls on a regular pay day, the pay day will be one (1) day earlier. The pay period shall cover the two (2) weeks prior to the Sunday preceding the pay day.

Section 12.3. Authorized Payroll Deduction. In addition to mandatory deductions, employees may authorize the following deductions in their paychecks: Health insurance, contributions to United Way, credit union and other deductions as applicable and agreed upon by the parties.

Section 12.4. Bonds. Should the City require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the City.

Section 12.5. Training and Schooling. The City shall post a list of all schooling and training, unless job specific, that it makes available to employees of the bargaining unit on a rotation system. Such posting shall remain posted for a period of ten (10) days. Applicants shall be notified within a reasonable time thereafter of their acceptance.

Seniority will be considered in the selection of the employees to attend such schooling or training and where two (2) or more candidates are considered equal, seniority will be the primary factor in determining the applicant(s).

Employees who are selected to attend schooling or training may have their schedules adjusted to an eight (8) hour day, forty (40) hours a week schedule for the duration of the training and shall be compensated at the straight time hourly rate for all hours not to exceed forty (40) hours in one (1) week. All time in excess of the forty (40) hours per week during the duration of the training shall be paid at the appropriate rate of pay contained in Section 10.3, of the collective bargaining agreement.

Employees who are required to travel seventy-five (75) miles or greater outside the City of Traverse City limits shall be compensated at the straight time hourly rate and, in addition, shall receive half (½) time in compensatory time if such travel occurs on the employee's time off. Compensatory time accumulation in conjunction with schooling or training shall not exceed sixty (60) hours, inclusive of regular overtime. The City will adhere to the regulations of the Fair Labor Standards Act governing compensatory time cash outs.

Employees who are required by the City to attend schooling and/or training which is mandated either by State law or at the direction of the City of Traverse City, may have their schedules adjusted to an eight (8) hour day, forty (40) hours a week schedule for the duration of the training and shall be compensated at the straight time hourly rate for all hours not to exceed forty (40) hours in one (1) week. All time in excess of the forty (40) hours per week during the duration of the training shall be paid at the appropriate rate of pay contained in Section 10.3, of the collective bargaining agreement except for those employees who fail to qualify with their service weapons on the first occasion. In the case of the latter, any additional time required to qualify shall be paid at the straight time hourly rate.

Section 12.6. Off-duty Call-in or Court Appearance Pay. Any employee, who in the line of duty, must appear in a court outside their scheduled hours or is called in outside their scheduled hours in a duty case, shall be entitled to three (3) hours call-in pay. For court appearances before the Magistrate involving traffic matters an employee shall be entitled to two (2) hours call-in pay minimum. Civilian clothes may be worn before the Magistrate in traffic cases. Such payment shall be made in accordance with Section 10.3.

This Section shall not apply to hours worked one (1) hour prior to or after a regularly scheduled shift. An officer called in for the sole purpose of signing a warrant shall be entitled to a minimum of two (2) hours call-in pay to sign such warrant(s).

Section 12.7. Uniforms and Equipment. The City shall furnish all uniforms and equipment it deems necessary for the employee to perform his or her assigned duties. It shall be the responsibility of the City to clean and maintain such uniforms and equipment. The City shall select and provide each officer with leather gloves every two (2) years.

Section 12.8. Paid Vacations. Full time employees of the City shall earn vacation leave with pay in accordance with the following schedule:

- (a) All employees shall be entitled to a vacation leave of forty (40) hours after the first year of their continuous service.
- (b) This shall be increased to a vacation leave of eighty (80) hours after two (2) years' continuous service.
- (c) This shall be increased to a vacation leave of
 - Eighty-eight (88) hours after five years
 - Ninety-six (96) hours after six years
 - One hundred four (104) hours after seven years
 - One hundred twelve (112) hours after eight years
 - One hundred twenty (120) hours after nine years
 - One hundred forty (140) hours after twelve years
 - One hundred fifty (150) hours after fifteen years
- (d) This shall be increased to a vacation leave of one hundred sixty (160) hours after 17 years' of continuous service.
- (e) Service shall mean any period of time for which an employee received wages.
- (f) Continuous service shall mean service, as defined in (e) above, uninterrupted by termination of employment.
- (g) Annual vacation leave days may be accumulated by an employee not to exceed one hundred sixty (160) hours carried over into a new fiscal year.

Upon separation of service, employees shall be entitled to compensation for any unused portion of their accumulated vacation leave.

- (h) The Police Chief shall schedule vacation leaves for employees with particular regard to seniority to enable efficient and effective operation of the department. Eligible employees shall submit their vacation requests along with their shift bid each quarter. Any request submitted after the quarterly bid is awarded and posted shall be considered on a first come basis regardless of seniority. The Chief shall approve all requests for such leave. Vacations scheduled and approved may be canceled in the event of an emergency requiring the services of those scheduled for leave.

Section 12.9. Disability Pay. If any employee is disabled in the course of and arising out of their employment and as such is eligible for work disability benefits under the Worker's Compensation Law of the State of Michigan, such employee shall be allowed salary payments which, with this compensation benefit, will equal their regular gross salary or wage.

The City shall pay the difference between the employee's regular gross wage and worker's compensation for the initial 30 working days which the employee is actually receiving worker's compensation payments in the event the employee suffers a direct injury caused by another person. In all other cases salary payments that are in addition to worker's compensation benefits shall be deducted from the employee's accrued sick leave. Upon exhaustion of the sick leave bank, short-term leave bank, and compensatory bank, then accrued vacation bank hours may be used and deducted from appropriate banks in accordance with this section.

Section 12.10. Holiday Pay. Eligible employees shall be entitled to holiday leave with pay on the following recognized holidays:

New Year's Day	Labor Day
Thanksgiving Day	Day after Thanksgiving Day
Easter Sunday	Memorial Day
July 4th	Christmas Eve
Christmas Day	Employee's Birthday (Floating Holiday)

The employee's birthday will be treated as a floating holiday and is to be credited to the employee January 1st, in the first pay period of the calendar year. Such holiday shall not accrue from year to year, or be paid out for any reason. The actual day the employee chooses to take off must be approved by their immediate supervisor.

(a) Each employee shall work the schedule in effect at the time irrespective of the holidays. Each employee not scheduled to work on the holiday shall receive eight (8) hours' pay at their regular rate for the holiday. An employee who works on the holiday shall receive time and one-half (1-1/2) their regular rate for all hours worked, in addition to the days' pay for the holiday.

- (b) To be eligible for holiday pay credits, an employee shall have worked their last scheduled work day immediately preceding the holiday and the next scheduled work day immediately following the holiday.
- (c) When a holiday falls within an employee's vacation time off or during an excused leave of absence with pay, holiday pay will be provided in addition to vacation pay or paid time off, and the holiday will not be used to reduce the number of days deducted from the employee's accumulated vacation or short term leave/sick leave banks.
- (d) The hours paid in holiday credits shall not be used in computing overtime payments.

INSURANCE

Section 13.1. Life Insurance. The City agrees to pay the full premium for term life insurance upon employees' eligibility for fringe benefits in the amount of fifty thousand (\$50,000) dollars.

Section 13.2. Hospitalization. The employer shall provide the following health benefits. The coverage is the Priority Health Savings Account HMO 100% Hospital Plan with minimum individual and family deductibles subject to annual deductible adjustment in accordance with Internal Revenue Service (IRS) regulations, and \$10 generic/\$40 brand name copayment for prescription drugs, or equivalent plan. For employees unable to qualify for the above plan due to IRS regulations, the City will make available Priority Health Copay Alignment HMO 100% Plan with \$20 copayment primary care provider office visit, \$35 copayment specialist office visit and \$10 generic/\$40 brand name copayment for prescription drugs, or equivalent plan or Priority Health HMO 100% Plan (Priority 1) with \$10 copayment primary care provider office visit, \$10 copayment specialist office visit and \$10 generic/\$30 brand name copayment for prescription drugs or equivalent plan.

The City shall make this coverage available to all regular full-time employees, the employee's spouse, and the employee's dependents in accordance with Federal Law. Employees shall be required to complete an application for coverage and required to promptly notify the City of any changes in status affecting the employee's coverage. New hires shall be eligible for health insurance coverage pursuant to terms and conditions of the City's health insurance contract.

1. For employees enrolled in the Priority Health Savings Account HMO 100% Hospital Plan, the employer shall be responsible for eighty percent (80%) of the cost of the plan deductible and premium. Employees shall be responsible for twenty percent (20%) of the cost of the plan deductible and premium.

Per the above, the cost of the plan deductible will be paid into individual employee's health savings accounts on an annual basis. New hires and/or employees who increase coverage level from single to double/family after July 1 shall receive a pro-rata payment into their health savings account beginning with the first full month of insurance eligibility or coverage change through the end of the plan year. Employee shall be responsible for the remainder of the deductible.

2. For employees enrolled in the Priority Health Copay Alignment HMO 100% Plan, or Priority Health HMO 100% Plan (Priority 1), the employer shall be responsible for eighty percent (80%) of the cost of the premium. Employees shall be responsible for twenty percent (20%) of the cost of the premium.

The Employer agrees to compensate employees who have other health insurance coverage, two thousand four hundred dollars (\$2,400.00) per year pro-rated at two hundred dollars (\$200.00) per month for opting out of the Employer's health insurance coverage. Opt-out compensation will be payable at the end of the health insurance year for eligible employees. For those employees who terminate during the year, the applicable monthly opt-out compensation will be paid out in the employee's last paycheck. Eligible employees will be required to sign a Payment In Lieu of Insurance Waiver and Release form annually.

The City reserves the right to change health insurance providers and/or programs. The health insurance provided selected by the City shall be licensed in the State of Michigan and shall be generally recognized and accepted by the health services community. The health insurance program selected by the City shall conform to all of the terms of this agreement.

There shall be a Health Insurance Committee consisting of equal representation by the City and the Union. This committee shall periodically examine the employer's health insurance program including, but not limited to, alternative providers, benefit levels, and premiums and shall make recommendations to the employer regarding such.

The City shall provide the Union with written notice of any increase in health insurance premiums or any change in health insurance providers. The Union may request that the City not change providers or request that it seek alternative coverage in lieu of a premium increase.

The parties agree to reopen affected articles, should the Federal or State government take-over or substantially change the current system of employer provided group medical insurance coverage or costs related thereto.

Effective May 1, 2008, the Employer agrees to provide an I.R.S. qualifying health savings plan that allows employees to save for retiree medical expenses with pre-tax dollars. The Employer agrees to match a maximum of one-half percent ($\frac{1}{2}\%$) of an employee's gross salary provided an employee contributes a minimum of one-half percent ($\frac{1}{2}\%$) of an employee's gross salary to the plan. Employees can individually choose investment options offered through this program. All employees are required to enroll in accordance with I.R.S. regulations covering such plans.

Section 13.3. Retiree's Health Insurance Coverage.

(a) Effective for any employee who retires, on or after January 1, 1991 to June 30, 2009, the City will pay the cost of the retiree's and spouse's hospitalization insurance subject to the following:

1. The employee must have at least 10 years of service with the City, and,
2. The employee must retire under the retirement system (Act 345), and,
3. The employee must be receiving an Act 345 Pension.

The benefit provided shall be equivalent to the benefit level effective July 1, 1991.

The City's obligation for premium payments shall be the premium amount in effect on July 1, 1991 and increased by five percent per year, compounded thereafter.

The premiums will be paid for the life of the retiring employee and the spouse, provided that such coverage will terminate in the event of divorce or remarriage of the surviving spouse.

- (b) Effective for any employee who retires on or after July 1, 2009, the City will provide the same health insurance and cost sharing toward retiree medical insurance coverage as provided to current employees, currently Priority One plan and/or Priority Co-alignment plan, subject to the following:

1. The employee must have at least 10 years of service with the City, and,
2. The employee must retire under the retirement system (Act 345), and
3. The employee must be receiving an Act 345 Pension.

This health insurance cost sharing will continue for the life of the retiring employee and the spouse, provided that such health insurance cost sharing will terminate in the event of a divorce or remarriage of the surviving spouse.

Effective for any new employee hired after July 1, 2009, there will be no Retiree Health Insurance coverage. Instead the City will add 1.5% to the current .5% contribution into the I.R.S. qualifying health savings plan for retiree health expenses, matched by an employee share of .5%.

Section 13.4. Worker's Compensation. The City will provide Worker's Compensation protection for all employees as required by law. Refer to Section 12.9 Disability Pay.

Section 13.5. Insurance Premiums on Layoff or Leave of Absence. The City shall pay their portion of the required insurance premiums for the first full month following the month in which an employee is laid-off or takes a personal leave of absence under Section 11.1. If the leave of absence is in accordance with Section 11.5 Sick/Short-Term Leave, the City shall pay their portion of the required insurance premiums for the first six (6) full months (or until termination, whichever is sooner), following the time an employee begins receiving Sickness and Accident Insurance benefits provided under that section.

If the leave of absence is for a work-related disability in accordance with Section 13.4 and 12.9, the City shall pay their portion of the required insurance premiums for six (6)

consecutive months. An extension beyond six (6) months may be granted upon approval of the City Manager and Chief of Police up to a maximum of not more than twelve (12) consecutive months for an employee who suffers a direct injury caused by another person or in the event of an automobile accident while on active duty. Provided, however, that in all of the above cases, the employee pays their portion for continuation of these benefits. Upon discontinuance of the City's payment of insurance premiums for employees under a leave of absence, an employee shall assume the full cost of the required insurance premiums in order to maintain insurance coverage.

Section 13.6. Dental. The City agrees to contribute \$11.40 per week for each employee, when eligible, towards the premium for dental insurance coverage.

Covered employees agree to contribute the difference between the City's contribution and the premium as set forth by the dental carrier.

Section 13.7. Vision. The City makes available vision insurance coverage for employees who wish to purchase the coverage. The coverage is VSP Plan A with \$20 eye exam co-pay and \$20 material co-pay. The City pays 0% of the insurance premium.

SPECIAL CONFERENCE

Section 14.1. Special conferences on important matters will be arranged between the Union and the Chief of Police or the City or their designated representative upon the request of either party. Such meetings shall be between one (1) and not more than three (3) representatives of the City and representatives of the Union unless mutually agreed. Arrangements for such conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested.

Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other matters.

SEPARABILITY AND SAVINGS CLAUSE

Section 15.1.

(a) In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

(b) In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

SPECIAL INACTIVATION

Section 16.1. If any member shoots, while in the line of duty, another person either injuring or killing that person, at the City's discretion, that member may be inactivated for a period of three (3) consecutive days except during periods of emergency.

RETIREMENT

Section 17.1. The retirement provisions shall be governed by Public Act 345 of the Public Acts of 1937, as amended, unless that Act is specifically amended by the agreement of the parties. The City encourages any member retiring to notify the Act 345 Board Secretary at least sixty (60) days in advance of their retirement date in order for the processing of all necessary related paperwork to be completed prior to the employee's retirement. Notifications to the Act 345 Board Secretary of less than sixty (60) days will be processed as expeditiously as possible, however, all related paperwork may not be completed prior to the retirement date.

The City agrees to make the full contribution payment of the employee and the City. Regular retirement is defined as an employee age fifty (50) with twenty-five (25) years of service or age sixty (60) with at least ten years (vesting requirement) of service. Effective January 1, 2007, the pension multiplier shall be 2.8% of FAC (final average compensation) times the first 25 years of service. Effective June 30, 2014 for all employees hired prior to July 1, 2009, the pension multiplier shall be reduced to 2.5% of FAC (final average compensation) for all future years of service. Union may commission an Actuarial Report for consideration to buy up to a higher multiplier, maximum 2.8% of FAC (final average compensation), with all costs to be

borne solely by the Union and its members. Effective July 1, 2009, the pension multiplier shall be reduced to 2.0% of FAC (final average compensation) for all employees hired on or after July 1, 2009. FAC will be the best three (3) years out of five (5) years of service immediately preceding retirement.

An annual post-retirement adjustment of up to two and one-half percent (2.5%) based upon the annual increase in CPI, of the annual pension amount. The non-compounded adjustment would begin one (1) year after retirement and would continue annually for twenty (20) years. The provision will apply to all current and future members of this bargaining unit.

Section 17.2. Longevity Payments. In addition to the base as set forth in the attached salary schedule, employees shall receive longevity pay as follows:

After ten (10) years' continuous service:	3% of base pay
After fifteen (15) years' continuous service:	5% of base pay
After twenty-five (25) years' continuous service:	7% of base pay

Employees hired after January 1, 1999, shall have the following longevity schedule:

After ten (10) years' continuous service:	\$300.00
After fifteen (15) years' continuous service:	\$500.00
After twenty-five (25) years' continuous service:	\$700.00

MISCELLANEOUS

Section 18.1. No Discrimination. There shall be no discrimination against any employee or employees by either the City or the Union in regard to hiring, tenure, terms, compensation, work classification, promotion or demotion, termination, transfers, or other conditions of employment because of race, color, national origin, sex, age, height, weight, marital status, religion, physical or mental disability, family status, sexual orientation, or gender identity.

Section 18.2. Bulletin Boards. The City will provide a bulletin board in the Police Building which may be used by the Union for posting notices limited to:

- (a) Notices of Union recreational or social events
- (b) Notices of Police Union elections and results
- (c) Notices of Union meetings and results

- (d) Official Police Officers Association of Michigan communications
- (e) Fraternal Police communications
- (f) Other information which is not derogatory to the City or its administration

The City reserves the right to police the bulletin board so that no offensive material is posted thereon.

Section 18.3. Rules and Regulations. The City reserves the right to establish and publish from time to time reasonable rules and regulations which it shall deem proper to govern the conduct of its employees.

Section 18.4. Washrooms. The City will provide washrooms and lockers for the changing and storing of clothing. Such lockers may be inspected monthly by the Commanding Officer and once a month other than for general inspection by the Commanding Officer in the presence of the employee assigned such locker; the latter to be made subject to five (5) working days notice to the employee.

Section 18.5. Mileage. When an employee is required by the City to provide their own vehicle to perform their duties, they shall receive an allowance as defined under the Internal Revenue Code.

Section 18.6. Changes. Any time a new Division is established or an existing Division is combined with another, the City will notify the Union prior to implementing such change. The effect of such change shall be a proper subject of the Special Conference and shall be governed by the provisions of this Agreement.

Section 18.7. Manning of Police Cars. The City, in its sole discretion, shall determine the number of officers required in any patrol car during any shift. The City shall dispatch sufficient manpower to any area to handle a problem be it day or night.

Section 18.8. Legal Assistance. The City will provide to the employee such legal assistance as provided by present insurance policy and as required by law.

Section 18.9. Janitorial Duties. Employees will not be required to perform any janitorial or building maintenance functions except by mutual agreement or in the case of unusual circumstances or an emergency.

Employees may be required to perform all janitorial or maintenance functions at off site work locations.

All Employees will be required to maintain a daily general cleaning of the interior and exterior of their vehicle during their regular tour of duty. All exterior maintenance will be the responsibility of the City. In all cases where human waste or waste caused by illness of a person occurs, the vehicle will be sent to the City Garage for cleaning. If that is not possible, the employee will be assigned another vehicle. If none are available, the employee may be required to clean the vehicle in order to put such vehicle back into service.

Section 18.10. Safety Committee. There shall be a Police Department Safety Committee composed of one representative of patrol and one of sergeants and two designated by the City Manager. Questions of safety concerning items seriously endangering the life or physical safety of the Police Department patrol and sergeants may be submitted to the Committee after the Police Chief and the City Manager have been notified of the issue and given an opportunity to decide the questions. The Committee shall advise the City and in the event the Committee is unanimous in its decision, its decision shall be final. If the decision requires the expenditure of money above that authorized by the City Manager, the City Manager agrees to make a positive recommendation to the City Commission, but the City Commission's decision shall be final.

Section 18.11. Change of Address. An employee changing his or her place of permanent residence shall make such change known to his or her immediate supervisor as soon as possible on a form provided by the City for such purposes. Such change of address may then be forwarded by the Department Head to all other City offices requiring such information.

Section 18.12. Telephone Numbers. All employees shall be required to give their home address and phone numbers to the Chief of Police. Such phone numbers shall be held in strict confidence and will not be given out to anyone except City Manager or City Attorney or designee without the permission of the employees and then only by the shift supervisor.

Section 18.13. Beneficiary. Earned pay and earned benefits specified in this Agreement which are due to an employee, upon their death shall be paid to their named beneficiary, and if no beneficiary named, to their estate.

Section 18.14. Residency. Employees who live outside the City limits of the City of Traverse City shall be permitted to remain in such place of residence, but if they move, they must move within a 20 mile radius, of the nearest City limit. Other employees must live within a 20 mile radius of the nearest City limit.

Section 18.15. Gender. The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun, and the singular pronoun, the plural, unless the context clearly otherwise requires.

Section 18.16. Captions. The captions used in each Section of this Agreement are for the purpose of identification and are not a substantive part of this Agreement.

Section 18.17. Recognition - Detectives. The parties recognize that sergeants and patrol are assigned to the plainclothes investigative function as their normal duties. Henceforth, any such assigned employee shall be referred to as "Detective Sergeant" or "Detective" in the case of patrol.

(a) Employees who volunteer for the assignment of the detective position and are granted such assignment shall be required to make a commitment to remain in said assignment for a minimum of two (2) years.

(b) Detective Sergeants and Detectives shall not be included in the present six (6) week work cycle but instead shall have a day shift schedule, Monday through Friday and shall not work holidays except upon prior authorization of the Chief of Police.

(c) The City shall post vacancies for assignments to the Detective positions for a minimum of ten (10) days. The employees desiring the assignment shall request, in writing, to the Chief of Police within the ten (10) day posting.

(d) Assignments shall be made on the basis of the employee's ability to perform the duties of the Detective position. Seniority shall be considered in the assignment but shall not be the prime consideration. The City shall not be arbitrary or capricious in the selection. The following is the selection process to be followed for such assignments:

1. Assignment shall be on a competitive basis.
2. Eligible employees must have three (3) years continuous service with the Traverse City Police Department to be eligible for assignment to Detective.
3. Employees must have the knowledge and ability to perform the work in question.
4. Written, oral, and internal examinations are to be based upon the assignment to be filled.

The competitive examination shall include:

- | | |
|-------------------------|-----|
| 1. Written examination | 50% |
| 2. Oral examination | 30% |
| 3. Internal examination | 20% |

Each section shall be worth 100 points.

A written examination shall be given first. The applicant must receive 70% on the written examination to proceed to the next step which is the internal review, followed by the oral examination. The City shall choose the highest scoring and eligible employee to offer the assignment to.

A three-person panel scoring the employees in the oral examination shall consist of one member chosen by a majority of the patrol, one member chosen by the City, and the third member to be selected mutually by the majority of the patrol and the City. All panel members shall be external.

A three-person panel scoring the employees in the internal examination shall consist of one detective chosen by a majority of the patrol, one detective chosen by the City, and the third being the Chief of Police, or their designee.

The written test shall be acquired through the Michigan Municipal League, or other mutually agreeable testing service.

The City shall establish an eligibility list of those employees scoring 70% or more from each assignment examination. Such eligibility list shall remain in effect for a minimum of

twelve (12) calendar months from the date the results of the examination are received by the City, and the City may, at their discretion, extend the lists eligibility an additional twelve (12) months.

Employees who attain equal scores shall be chosen by using department seniority.

Police School Liaison: The Police School Liaison assignment shall be chosen in the same manner as that for detectives with the exception that the written examination shall contain fifty percent (50%) of the questions referring to juvenile matters and a large portion of the remaining examination (internal and oral) shall contain questions relating to juvenile matters.

The Police School Liaison assignment may perform Detective Bureau work on an as needed basis and following advisement of such from the Chief of Police to the Union steward, or in their absence, the alternate.

(e) Any officer designated by the City to perform police investigative functions and operate in plainclothes for such purposes, and who is given this assignment shall receive eight hundred dollars (\$800) per contract year for the purchase of plainclothes. This amount shall be included in the first full pay period in July. It shall be the responsibility of the City to dry clean the Detective clothing purchased under this section.

(f) Any officer designated by the City to perform the assignment of Detective or Police School Liaison, and upon the completion of two (2) years in such assignment shall receive one thousand dollars (\$1,000) per year, rolled in as part of their pay. Upon the completion of five (5) years in the above stated assignments, officers shall receive an additional one thousand five hundred dollars (\$1,500) per year, rolled in as part of their pay.

Section 18.18. Educational Reimbursement. Employees who receive prior written approval for educational courses directly related to the employee's current job or deemed to improve job skills relative to potential advancement opportunities available within the City may receive tuition reimbursement from the Employer in accordance with City policies.

Section 18.19. Tobacco Products. Effective January 1, 1999, no new hire shall be permitted to use or possess tobacco products of any kind "on duty" and/or "off duty."

Section 18.20. Physical Maintenance Program. Participation in the Police Physical Maintenance Program is voluntary. The Program shall not be changed by the City except after notice to the Union and then subject to collective bargaining permitted by law regarding changes. The meaning, application and effect of the policy are not subject to the grievance procedure or other contract or labor remedies.

Beginning in July 2012 and annually thereafter, employees who attain a score of 75% or higher will receive a payment of \$750.00. Employees who attain a score of 50% to 74% will receive a payment of \$500.00.

Section 18.21. Termination. This Agreement shall remain in force until June 30, 2016, 12:00 a.m. It shall be effective July 1, 2014, and thereafter for a successive period of two (2) years, unless either party shall on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, amend or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date, all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing the amendment, modification, alteration, negotiation, change or any combination thereof.

This Agreement was negotiated by the following listed representatives:

**CITY OF TRAVERSE CITY
OF**

Jered Ottenwess
Michael Warren
Penny Hill
William Twietmeyer
Kelli Schroeder

POLICE OFFICERS ASSOCIATION

MICHIGAN
Dan Kuhn
Matthew Richmond
Scott Maxson


IN WITNESS WHEREOF, the parties hereto have, by their own representatives, duly authorized in the premises, executed this Agreement.

CITY OF TRAVERSE CITY

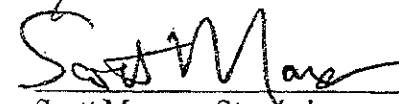
By: _____
Benjamin C. Marentette, City Clerk

By: _____
Michael Estes, Mayor

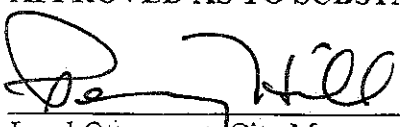
**POLICE OFFICERS ASSOCIATION
OF MICHIGAN**

By:  P O A M
Dan Kuhn, Labor Representative

By: 
Matthew Richmond, Steward

By: 
Scott Maxson, Steward

APPROVED AS TO SUBSTANCE:

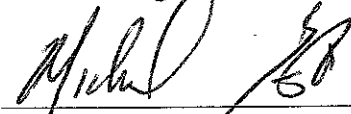
for  _____
Jered Ottenwess, City Manager

Dated: _____


IN WITNESS WHEREOF, the parties hereto have, by their own representatives, duly authorized in the premises, executed this Agreement.

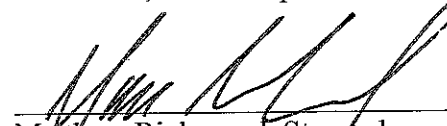
CITY OF TRAVERSE CITY

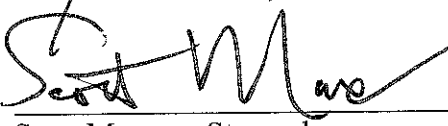
By: 
Benjamin C. Marentette, City Clerk

By: 
Michael Estes, Mayor

**POLICE OFFICERS ASSOCIATION
OF MICHIGAN**

By: 
Dan Kuhn, Labor Representative

By: 
Matthew Richmond, Steward

By: 
Scott Maxson, Steward

APPROVED AS TO SUBSTANCE:

for 
Jered Ottenwess, City Manager

Dated: July 3, 2014

APPENDIX "A"
HOURLY RATE ATTACHMENT
&
ANNUAL STIPEND
POLICE PATROL

Effective July 1, 2014 the annual salary will be increased based upon the change in the April 2014 index as compared to the April 2013 index from the official Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, all items, published by the Bureau of Labor Statistics, U.S. Department of Labor (1982-84-100), such increase shall not be less than 2.0% nor more than 4.0%.

Effective July 1, 2015 the annual salary will be increased based upon the change in the April 2015 index as compared to the April 2014 index from the official Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, all items, published by the Bureau of Labor Statistics, U.S. Department of Labor (1982-84-100), such increase shall not be less than 2.0% nor more than 4.0%.

Effective the first pay of July each year an annual stipend in the amount of \$250.00 (subject to all required deductions) shall be included for the voluntary off-duty carry of a weapon.